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PART I

IMPORTANT GOVERNMENT ORDERS

FINANCIAL SECRETARIAT

Introduces a Revised Form of Mortgage Bond for Bicycle Advances.

READ—

Government Order No. Fl. 3681-780—G.F. 94-50-2, dated the 22nd July 1950, introducing a form of Mortgage Bond for Bicycle Advances.

ORDER NO. FL. (B) 4141-220—C.R. 20-52-1, DATED BANGALORE, THE 29TH JULY 1952.

The revised form appended to this order shall replace the existing form, and this revised form only shall be made use of in future.

M. SHAMANNA,
Secretary to Government,
Finance Department.

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ANNEXURE.

FORM OF MORTGAGE BOND FOR BICYCLE ADVANCES.

THIS DEED dated the.....day of .....19.....by (1).....(hereinafter called the Borrower) and (2)..... (hereinafter called the Surety) in favour of the Rajpramukh His Highness the Maharaja of Mysore acting in the exercise of the executive power of the State of Mysore hereinafter called the State, WITNESSETH that in consideration of the sum of Rupees.....paid by the State to the Borrower, the receipt whereof the Borrower hereby acknowledges, he, the Borrower, doth hereby assign and transfer unto and in favour of the State, the Bicycle---more particularly described in the schedule hereunder written by way of security for the repayment of the said sum of Rupees .....and interest thereon as provided herein.

The Borrower hereby agrees and covenants (*a*) that he will pay to the State the sum of Rupees .....aforesaid and interest thereon at.....per cent per annum by equal payments of Rupees..... .....towards the principal and the interest till then due on the whole or balance of the unpaid principal, as the case may be, on the first day of every month after the date of these presents, (*b*) that if the Borrower shall at any time make default in the payment of any of the said instalments for the period of ten days after the time hereinbefore provided for payment thereof or if the Borrower shall leave the service of the State or die or if the Borrower shall become insolvent or make any composition or arrangement with his creditors or if any one shall take any proceedings in execution of any Decree or Judgment against the Borrower, the whole of the said principal sum and interest which shall for the time being remain unpaid shall forthwith become payable and that the State may, but shall not be bound on the happening of any of the events hereinbefore mentioned, seize and take possession of the said bicycle and either remain in possession thereof without removing the same or else may remove and sell the said bicycle either by public auction or private contract and may, out of the sale moneys retain the principal sum and interest aforesaid or so much thereof as may for the time being remain unpaid together with all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realizing his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or representatives, (*c*) that he will not sell, mortgage or otherwise alienate or part with possession or permit or suffer the said bicycle to be damaged, destroyed or to deteriorate except as may be caused by reasonable wear and tear during its use, that he will whenever the said bicycle is injured or deteriorated forthwith repair and make good the same.

The Surety hereby agrees and covenants (*a*) that in the event of any default by the Borrower to pay regularly the amounts due by him or any instalments of principal or interest in accordance with the terms of this Deed or in the event of his committing breach of any of the terms and conditions binding on him, he, the Surety, will pay all and every such amount due by the Borrower to the State under this Deed, (*b*) that no concession shown, time granted, or delay or failure in enforcing the terms of this bond or any variation of the terms and conditions hereof to the Borrower shall discharge the Surety.

In addition to the other remedies open to them the State shall be entitled to recover the amounts due under this Deed as an arrear of Land Revenue.

The Surety declares that he has not himself drawn any Bicycle Advance or offered as security his own Life Insurance Policy in the Official Branch of the State Life Insurance Department or such advance drawn by him has been fully recovered and discharged.

IN WITNESS WHEREOF the Borrower and the Surety have executed this Deed in the presence of Witnesses who have attested it.

(1) Details of the O.B. Policies held by the Surety.

(2) Number, name and description of the Bicycle.

(3) Signature of the Borrower, Designation and Address.

(4) Signature of the Surety, Designation and Address.

Attestors :—

1.

2.

Procedure to be followed : (1) for Settlement of Collection Memos of Local Banks on State Huzur Treasury, and (2) for obtaining Bank Drafts by Government Officers for payments to be made outside the State.

ORDER NO. FL. (B) 4007-4096—B. & T. 11-52-3, DATED BANGALORE, THE 25TH JULY 1952.

ERRATUM.

For the heading of the Government Order No. Fl. (B) 4007-4096—B. & T. 11-52-3, dated the 25th July 1952 published in the *Mysore Gazette* on Page 295 of Part I, dated the 14th August 1952, please read as follows :

"Procedure to be followed : (1) For Settlement of Collection Memos of Local Banks on State Huzur Treasury, and (2) for obtaining Bank Drafts by Government Officers for payments to be made outside the State."

M. SHAMANNA,
Secretary to Government,
Finance Department.

LAW SECRETARIAT

Approves of certain Arrangements in connection with the implementation of Schemes for Rehabilitation of Ex-Servicemen.

READ—

Government Order No. L.S. 109-13—PWR. 1-51-1, dated 9th April 1951, posting Sri C. S. Seshadri as Special Officer for the Relief and Rehabilitation of Ex-Servicemen of the Mysore State Forces and also according sanction for the appointment of Capt. M. S. Srikantiah as Assistant Director of Relief and Rehabilitation of Ex-Servicemen together with the necessary staff.

2. Government Order No. L.S. 5368-75—PWR. 1-51-45, dated 31st March 1952, ordering the continuance of the *Ad hoc* Committee for the Relief and Rehabilitation of Ex-Servicemen of the Mysore State Forces till the end of June 1952.

3. Government Order No. L.S. 5376-80—PWR. 1-51-46, dated 31st March 1952, according sanction for the continuance of the Special Officer, the Assistant Director together with their staff already sanctioned till the end of June 1952.